

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No. P00002		3. Effective Date 2007APR05		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-PM-LAV-B DOUGLAS W. CLEVELAND (586)574-6834 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLEVELAD@TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00		Code W56HZV		7. Administered By (If other than Item 6) DCMA NORTHERN CALIFORNIA P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232 SCD A PAS NONE ADP PT HQ0339		Code S0507A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DOUBLESHOT CORPORATION 1212 VALLEY HOUSE DR. SANTA ROSA, CA 94928-4902 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W56HZV-07-C-0295 10B. Dated (See Item 13) 2007MAR22	
Code 365Q1		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$170.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: C							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARCIA A. CZAR CZARM@TACOM.ARMY.MIL (586)574-8361			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007APR05	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00002

PREVIOUS CONTRACT AMOUNT:	\$458,216
AMOUNT OF THIS MODIFICATION:	\$ 170
NEW CONTRACT AMOUNT:	\$458,386

Modification P00002 is issued to incorporate the following changes into the contract:

1. The configuration of the Video Imaging System (VIS) for the LAV-25 is revised.
 - a. Contract paragraph C.1.1, which is attached as part of this modification, is revised to set forth the new configuration.
 - b. The unit price for CLIN 0001AA is reduced by \$45 each, from \$19,203 to \$19,158, as a result of this revision.
 - c. The total amount of CLIN 0001AA is reduced by \$180, from \$76,812 to \$76,632.

2. The quantity of VIS on CLIN 0001AB is reduced from six (6) each to four each, and the configuration of the VIS one CLIN 0001AB (the HMMWV and MTRV (MK23)) is revised.
 - a. Contract paragraph C.1.2, which is attached as part of this modification, is revised to set forth the new configuration.
 - b. The unit price for CLIN 0001AB is reduced by \$45 each, from \$19,572 to \$19,527, as a result of this revision.
 - c. As a result of the reduction in quantity and in the unit price, the total amount of CLIN 0001AB is reduced by \$39,324, from \$117,432 to \$78,108.

3. A new configuration of VIS, that is applicable to the LAV-25, the HMMWV, and the MTRV (MK23), is added to the contract.
 - a. Contract paragraph C.1.3, is added to the contract to set forth this new configuration.
 - b. CLIN 0001AC is added to the contract for two each, VIS for the LAV-25, HMMWV and MTRV. The unit price for the two VIS on CLIN 0001AC is \$19,837 (an increase of \$265 over the previous unit price of CLIN 0001AC).
 - c. The total amount of CLIN 0001AC is \$39,674.
 - d. The required delivery date for the VIS on CLIN 0001AC is established at 4 April 2007.

4. The total number of VIS on the contract remains unchanged at ten (10) each. The total amount of the contract is increased by \$170.

5. The configurations of the Ground Station Vehicle Support Package and the Direct Spare Kit, as shown in paragraphs C.2 and C.3 are revised.
 - a. Contract paragraphs C.2 ad C.3, which are attached as part of this modification, are revised to set forth the new configuration.
 - b. These changes are made at no change in the contract amount.

6. The required delivery date for CLINs 0001AA, 0001AB, 0002AA, and 0003AA is changed from 26 March 2007 to 6 April 2007.

7. The packaging for all items on CLINs 0001AA, 0001AB, 0001AC, 0002AA, and 0003AA is established as "In accordance with the Contractor's Best Commercial Packaging".

8. Shipping Instructions. All items on CLINs 0001AA, 0001AB, 0001AC, 0002AA, and 0003AA shall be shipped to the following address:

CO US Army Door to Door
 MARCENT COOR ELE KU Attn: SUPO
 CRSP Bldg 6B MF M94507
 KU 09855-0000 Camp Arifjan, Kuwait
 DODAAC: M94507

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9. Contract paragraph F.1.2, Installation and Training, is revised to read as follows:

F.1.2 Installation and Training. Under CLIN 0004AA the Contractor shall commence installation of the Video Imaging Systems on 21 April 2007. Training shall immediately follow installation of the systems. Training shall be completed no later than 5 May 2007.

10. To allow for overseas deployment of Contractor personnel for the purpose of installation of VIS and training in operation and maintenance of VIS, the following contract clauses are added to the contract:

- 1) Antiterroism/Force Protection for Defense Contractors Outside the United States.
- 2) Capture and Detention.
- 3) Contractor Personnel Supporting a Force Deployed Outside the United States.
- 4) Army Material Command Administrative Requirements for Deployed Contractors.
- 5) Workers' Compensation Insurance.
- 6) Workers' Compensation and War-Hazard Insurance Overseas.
- 7) Reimbursement for War-Hazard Losses.

a. These additions are made at no change in the contract amount.

b. The added clauses are included as part of this modification.

11. The parties agree that any and all claims for further contract adjustment for the actions incorporated by this modification, above and beyond the terms set forth in this modification, are hereby waived and released.

12. As a result of this modification, the total amount of the contract is increased by \$170. All terms and conditions of the contract, other than those set forth above, remain unchanged.

*** END OF NARRATIVE A 0002 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DOUBLESHOT VIDEO IMAGING SYSTEM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: VIDEO IMAGING SYS PRON: T162T9094K PRON AMD: 04 ACRN: AA CUSTOMER ORDER NO: M9545006MP62035</p> <p>Unit price reduced from \$21,886 to \$19,203 for the deletion of the Joy Stick Controller per Modification P00001.</p> <p>Unit price reduced from \$19,203 to \$19,158 for the configuration change incorporated by Modification P00002.</p> <p>(End of narrative B001)</p> <p>DoubleShot Video Imaging System for LAV-25 in accordance with paragraph C.1.1 of the contract.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>In accordance with Contractor's Best Commercial Packaging</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV7067H001A Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 4 06-APR-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	4	EA	\$ 19,158.00000	\$ 76,632.00

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Name of Offeror or Contractor: DOUBLESHOT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>DOUBLESHOT VIDEO IMAGING SYSTEM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: VIDEO IMAGING SYS PRON: T162T9104K PRON AMD: 04 ACRN: AA CUSTOMER ORDER NO: M9545006MP62035</p> <p>Unit price reduced from \$22,255 to \$19,572 for the deletion of the Joy Stick Controller per Modification P00001.</p> <p>Total quantity reduced from 6 each to 4 each by Modification P00002.</p> <p>Unit price reduced from \$19,572 to \$19,527 for the configuration change incorporated by Modification P00002.</p> <p>(End of narrative B001)</p> <p>DoubleShot Video Imaging System for HMMWV and MK23 Portable in accordance with paragraph C.1.2 of the contract.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>In accordance with Contractor's Best Commercial Packaging</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV7067H001B Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 4 06-APR-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS</p>	4	EA	\$ 19,527.00000	\$ 78,108.00

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Name of Offeror or Contractor: DOUBLESHOT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>REQUISITION.</p> <p><u>DOUBLESHOT VIDEO IMAGING SYSTEM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: VIDEO IMAGING SYS PRON: T162T9164K PRON AMD: 01 ACRN: AA CUSTOMER ORDER NO: M9545006MP62035</p> <p>CLIN 0001AC established by Modification P00002 for the quantity of 2 each. This quantity was previously part of the quantity of 6 each on CLIN 0001AB.</p> <p>(End of narrative B001)</p> <p>DoubleShot Video Imaging System for LAV-25, HMMWV, and MK23 in accordance with C.1.3 of the contract.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>In accordance with Contractor's Best Commercial Packaging</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV7088H001 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 2 06-APR-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	2	EA	\$ 19,837.00000	\$ 39,674.00
0002AA	<u>GSVS PACKAGE</u>	1	EA	\$ 13,212.00000	\$ 13,212.00

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Name of Offeror or Contractor: DOUBLESHOT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: GSVS PACKAGE PRON: T162T9134K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545006MP62035</p> <p>Ground Station Vehicle Support Package in accordance with paragraph C.2 of the contract.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>In accordance with Contractor's Best Commercial Packaging</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV7067H001 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 1 26-MAR-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0003AA	<p><u>SPARE PARTS KITS</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SPARE PARTS FOR VIS PRON: T162T9124K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545006MP62035</p> <p>Spare Parts Kit for the DoubleShot Video Imaging System in accordance with paragraph C.3 of the contract.</p>	10	EA	\$ 2,101.00000	\$ 21,010.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative C001)</div> <div>Packaging and Marking</div> <div>In accordance with Contractor's Best Commercial Packaging</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W56HZV7067H001C Y00000 M 2</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 10 26-MAR-2007</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. Video Imaging System.

C.1.1.* The Video Imaging Systems for the LAV-25 as required by CLIN 0001AA shall include the following:

<u>Part Number</u>	<u>Hardware</u>
DSCF18	CF 18 Toughbook
-DSHD	-100G HD (Inst)
DSTBML	Toughbook Docking Station w/Mount
DSLND	Lind Power Supply
DSCMM	Dual Camera Mount w/2 Hose Clamps
DS6022	CFC 6022VF Camera
DSCFB	CFB 2007EX Camera (B/W Len Inst)
DSLM	2 Piece L Mount
DSFM	Flex Mount Assembly
DSHLM	Headlight Mount
DSPVC28	28' Power Video Cable (2)
DSPVC15	15' Power Video Cable (2)
DSUSBE10	10' Extension Cable
DSUSBA6	6' A-B USB Cable
DSAMP5	Active USB Extension Cable
DSGM	Garmin GPS
DSIB	Interface Box Assembly
-DSHB	-Hauppauge
-DSPN4C	-4 Connector Power Cable
-DSRCBC12	-RCA to BNC (2)
DSAE	Hard Drive Case
-DSWIN60	-60G Pocket Drive
DSCK	Mag Mount
DSCFC	Aux Cable
DSTOOL	DoubleShot Transport Case
No part number	DoubleShot Special Tool Kit
-No part number	-Cable Stripper
-No part number	-Splice Kit
-No part number	-Allen Wrench
No part number	Cable Ties (20)
No part number	Rubber Groomits (4)
8115	3M Adhesive

C.1.2.* The Video Imaging Systems specifically for the HMMWV and MTRV (MK23) as required by CLIN 0001AB shall be the same as that in paragraph C.1.1 above except without (minus) the following:

<u>Part Number</u>	<u>Hardware</u>
DSLM	2 Piece L Mount
DSFM	Flex Mount Assembly
DSHLM	Headlight Mount

It shall also include the following item not in paragraph C.1.1:

<u>Part Number</u>	<u>Hardware</u>
DSHTB	T-Bar Mount

C.1.3.* The Video Imaging Systems that can be used by the LAV-25, the HMMWV, and the MTRV (MK23) as required by CLIN 0001AC shall be the same as that in paragraph C.1.1 except it shall also include:

<u>Part Number</u>	<u>Hardware</u>
DSHTB	T-Bar Mount

C.2.* Ground Station Vehicle (GSV) Support Package. The GSV Support Package required by CLIN 0002AA shall include the following:

<u>Part Number</u>	<u>Hardware</u>
DSCF	CF 18 Toughbook
-DSHD	-100G HD (Inst)

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DSWIN60	60G Windows Drive
DSMX500	500G External HD
DSAE	Hard Drive Case
-DSWIN60	-60G Pocket Drive
DSETC10	Cat-5 Crossover Cable
No part number	Grommits

C.3.* Direct Spare Kit. The Direct Spare Kits required by CLIN 0003AA shall include the following:

Part Number	Hardware
DSLND	Lind Power Supply
DSCMM	Dual Camera Mount w/2 Hose Clamps
DS6022	CFC 6022VF Camera
DSCFB	CFB 2007EX Camera (B/W Len Inst)
DSIB	Interface Box Assembly
-DSHB	-Hauppauge
-DSPN4C	-4 Connector Power Cable
-DSRCBC12	-RCA to BNC (2)
DSTD4	4G Thumb Drive
DSAMP5	Active USB Extension Cable
DSUSBA6	6' A-B USB Cable

*Paragraphs C.1.1, C.1.2, C.2, and C.3 changed by Modification P00002. Paragraph C.1.3 added by Modification P00002.

C.4. Installation and Training. The Contractor shall install the Video Imaging Systems onto Marine Corps vehicles at a location to be determined by the Government. The vehicles will be vehicles used in Operation Iraqi Freedom. Immediately following installation, the Contractor shall provide training in the operation and maintenance of the Video Imaging Systems to Marines using and maintaining the vehicles in Iraq. For purposes of pricing this effort, it shall be assumed that the installation and training will take place in Kuwait or Iraq.

*** END OF NARRATIVE C 0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

F.1.1* Hardware. All items under CLINs 0001AA, 0001AB, 0001AC, 0002AA, and 0003AA shall be delivered to the Government at the Contractor's facilities by 6 April 2007.

F.1.2* Installation and Training. Under CLIN 0004AA the Contractor shall commence installation of the Video Imaging Systems on 21 April 2007. Training shall immediately follow installation of the systems. Training shall be completed no later than 4 May 2007.

*paragraph changed by Modification P00002.

*** END OF NARRATIVE F 0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AA	T162T9094K M9545006MP62035	AA	1	\$	76,812.00	\$ -180.00	\$	76,632.00
0001AB	T162T9104K M9545006MP62035	AA	1	\$	117,432.00	\$ -39,324.00	\$	78,108.00
0001AC	T162T9164K M9545006MP62035	AA	1	\$	0.00	\$ 39,674.00	\$	39,674.00
NET CHANGE					\$	170.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Marine Corps	AA	17 68110920383106785400674432D2038B200006MP62035		\$ 170.00
NET CHANGE				\$ 170.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 458,216.00	\$ 170.00	\$ 458,386.00

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	17 060811092038 310678540067443 2D2038B200006MP62035 M9545006MP62035	067443

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	MAR/2006
H-2 ADDED	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-3 ADDED	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007))	JUN/2006

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

- (b) General.
- (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--
- (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

- (c) Support.
- (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.
- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure

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the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

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[End of Clause]

H-4 ADDED	52.225-4040	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED	JUN/2005
	(TACOM)	CONTRACTORS	

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-2 ADDED	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-3 ADDED	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991